



**RESOLUTION NO. 4430**

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF AUBURN, WASHINGTON, AUTHORIZING  
THE MAYOR AND CITY CLERK TO EXECUTE AN  
AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE CITY OF AUBURN AND AUBURN  
PROFESSIONAL PLAZA, LLC

WHEREAS, the City of Auburn (City) and Auburn Professional Plaza, LLC,  
entered into a lease agreement on September 4, 2008, wherein the City was  
going to lease office space from Auburn Professional Plaza, LLC, in a building to  
be constructed by Auburn Professional Plaza, LLC; and

WHEREAS, the City wishes to lease additional spaces at a cost that is  
acceptable to the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,  
KING COUNTY, WASHINGTON, HEREBY RESOLVES as follows:

**Section 1.** The Mayor of the City of Auburn and the Auburn City Clerk  
are hereby authorized to execute an amendment to the lease agreement  
between the City of Auburn and Auburn Professional Plaza, LLC dated  
September 4, 2008, which amendment shall be in substantial conformity with  
the First Amendment to Lease Agreement attached hereto, marked as Exhibit  
"A" and incorporated herein by this reference.

**Section 2.** The Mayor is hereby authorized to implement such  
administrative procedures as may be necessary to carry out the directives of

this legislation.

**Section 3.** This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF AUBURN

\_\_\_\_\_  
PETER B. LEWIS  
MAYOR

ATTEST:

\_\_\_\_\_  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel B. Heid, City Attorney

## **FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment to Lease Agreement ("First Amendment"), dated \_\_\_\_\_, 2008 is entered into between AUBURN PROFESSIONAL PLAZA, LLC, a Washington limited liability company ("Landlord"), and THE CITY OF AUBURN, a code city of the state of Washington ("Tenant").

### **RECITALS:**

1. Pursuant to Auburn City Council Resolution No. 4394, Landlord and Tenant executed a lease agreement ("Lease") dated September 4, 2008, for Premises located in a Building to be constructed by Landlord as set forth in the Lease;
2. All capitalized terms not otherwise defined herein shall be as defined in the Lease;
3. Landlord wishes to rent to Tenant an additional portion of the Building and Tenant wishes to rent from Landlord an additional portion of the Building, upon the terms and conditions outlined in this Amendment;
4. In consideration for Landlord's agreeing to a reduced rent and purchase price for the additional portion, Tenant has deemed it to be in the best interest of the Tenant to lease an additional portion of the Building from Landlord; and
5. By Auburn City Council Resolution No. 4430, Tenant authorized the execution of this First Amendment to the Lease.

### **AMENDED TERMS:**

The parties agree to amend the Lease as follows:

#### **1. ADDITIONAL PREMISES**

Section 2, paragraphs 2 and 4, of the Lease are hereby modified to include the following additional area of the Building as part of the Premises: Unit 300, located on the third floor of the Building ("Unit 300"). Plans of the third floor of the Building depicting the location of Unit 300 are attached hereto as Exhibit "B-1".

The Rentable Area of Unit 300 is currently estimated to be 1,982 square feet.

Exhibit "B" to the Lease is hereby deleted and Exhibit "B-1" attached hereto is substituted in its place.

#### **2. MINIMUM RENT**

Subsection 5.2 (a) of the Lease is modified to provide that, as to Unit 300 only, the minimum

rent for the period commencing upon the LCD and continuing through and including the sixtieth full calendar month after the LCD, shall be equal to Twenty Four Dollars (\$24.00) per square foot of the Rentable Area of said Unit 300 per annum. As to future time periods, the minimum rent for said Unit 300 shall increase pursuant to the provisions of Subsections 5.2 (b) through (d) of the Lease.

### **3. Optional Purchase Price**

Subsection 31.2 (a) of the Lease is modified to provide that the Unit 300 Option Purchase Price (herein defined) during Closing Period One shall be lower than the Option Purchase Price during Closing Period One for both the Rentable Area up to 42,114 square feet and the Rentable Area in excess of 42,114 square feet by an amount proportionate to the amount that the annual minimum rent for Unit 300 is lower than the annual minimum rent for the other Rentable Areas under the Lease, as follows. The Unit 300 Option Purchase Price during Closing Period One shall thus be equal to the sum of (i) the product of 1,982 square feet of Rentable Area times Three Hundred Fifty Six and 31/100 Dollars (\$356.31) per square foot plus (ii) the product of \$3,964.00 per month multiplied by the number of months between the LCD and the closing date for Unit 300 with partial months prorated (together, the "Unit 300 Option Purchase Price"). Provided, that all minimum rent applicable to Unit 300 paid by Tenant pursuant to subsection 5.2 (a) hereunder up to and through the closing date shall be applied toward or credited against the Unit 300 Option Purchase Price. As to Closing Period Two, the Unit 300 Option Purchase Price shall be computed in the same manner as Closing Period Two Option Purchase Price for the remainder of the Premises.

### **3. RATIFICATION**

The Lease shall remain in full force and effect and, except as set forth herein, shall be unmodified.

[This page ends here.]

**(SEE EXHIBIT B-1" ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.)**

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this First Amendment to Lease as of the day and year first above written.

AUBURN PROFESSIONAL PLAZA, LLC  
a Washington limited liability company

By: Oliphant Real Estate Services, Inc.  
a Washington corporation  
its manager and managing member

By: \_\_\_\_\_  
Jeffrey Oliphant, President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2008 before me, \_\_\_\_\_,  
Notary Public, personally appeared Jeffrey Oliphant, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which he acted, executed the instrument.

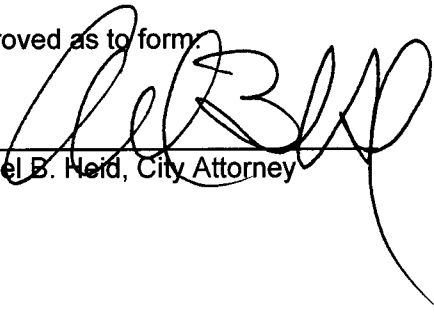
WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

THE CITY OF AUBURN  
a municipal corporation

By: \_\_\_\_\_  
Peter Lewis, Mayor

Approved as to form:

  
\_\_\_\_\_  
Daniel B. Heid, City Attorney

STATE OF WASHINGTON

COUNTY OF KING

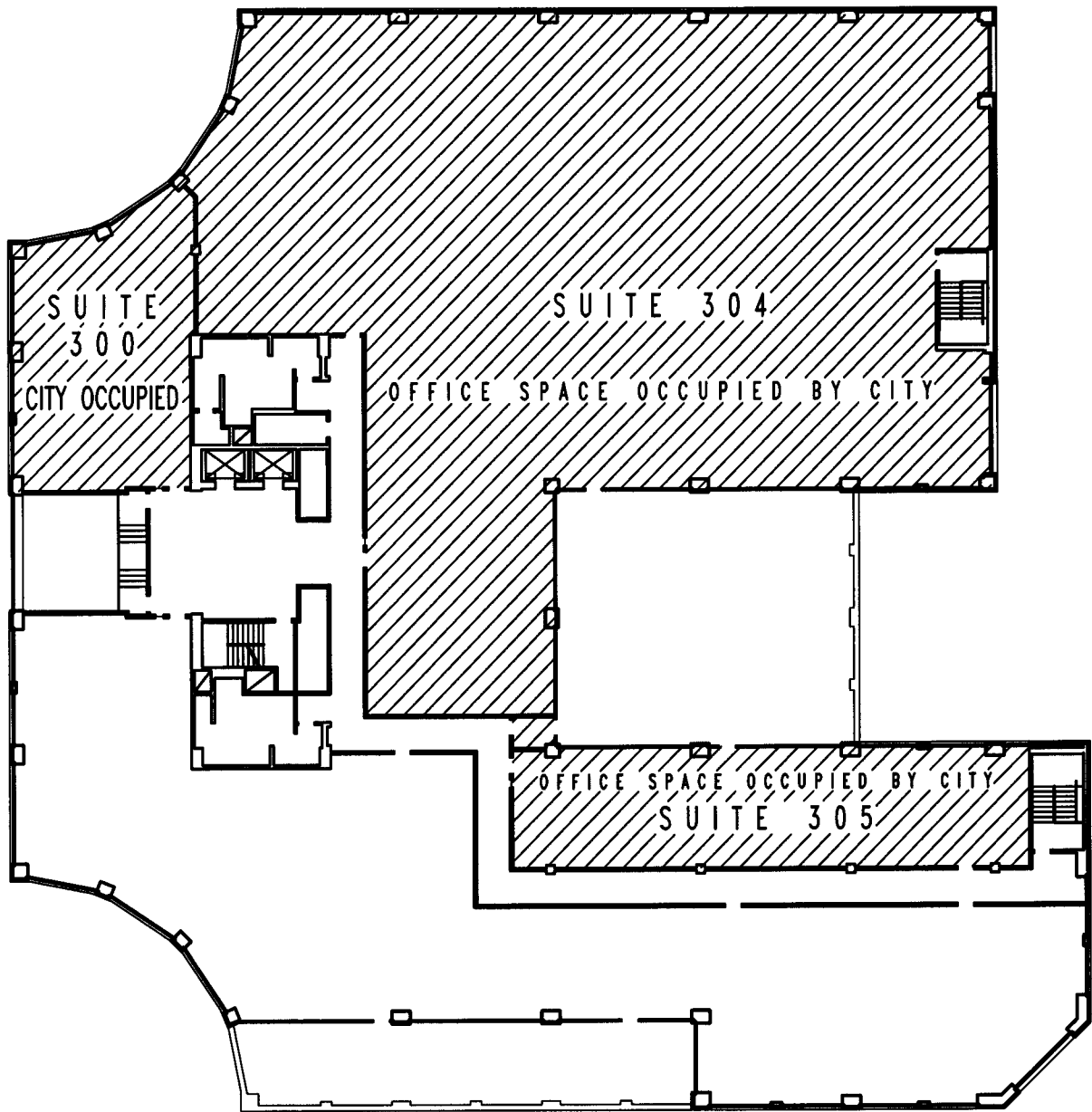
On \_\_\_\_\_, 2008 before me, \_\_\_\_\_,  
Notary Public, personally appeared Peter Lewis, personally known to me to be the person whose  
name is subscribed to the within instrument and acknowledged to me that he executed the same in  
his authorized capacity, and that by his signature on the instrument the entity upon behalf of which  
the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

1ST ST NE

DIVISION ST



E MAIN ST

EXHIBIT B-1: THIRD FLOOR